

**LEMON GROVE CITY COUNCIL AND ROADWAY LIGHTING DISTRICT  
AGENDA ITEM SUMMARY**

**Item No.** 1.D  
**Mtg. Date** June 21, 2016  
**Dept.** Public Works

**Item Title:** Contract Extension for Street Light Maintenance

**Staff Contact:** Mike James, Public Works Director

**Recommendation:**

Adopt a resolution (**Attachment A**) authorizing a one-year extension of the existing contract between the Lemon Grove Lighting District and CTE, Inc. for street light maintenance and repairs.

**Item Summary:**

The City and Roadway Lighting District contracts with CTE, Inc. for street light maintenance and repairs as part of a four-city consortium (El Cajon, La Mesa, Lemon Grove, and Santee). The contract became effective for Fiscal Year 2013-14 when it was approved on July 2, 2013 by Resolution No. 158. The contract included the option to extend on an annual basis through June 30, 2018 with adjustments in the contract unit prices based on the consumer price index (CPI) not to exceed CPI or 5 percent whichever amount is less.

CTE, Inc. has completed the first three years of the contract and requested a one-year contract extension and a 2.4 percent increase pursuant to the CPI for San Diego. Representatives from the other consortium members, along with City staff, agreed with the requested terms to extend the contract for one year and CPI increase.

Staff recommends that the City Council and Roadway Lighting District Board authorize the one-year extension of the CTE, Inc. contract for street light maintenance and repairs for Fiscal Year 2016-17 in an amount not to exceed \$14,500.

**Fiscal Impact:**

Sufficient funds for said contract were allocated in the General and Local Benefit Lighting Fund Budget for FY 2016-17.

**Environmental Review:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Not subject to review        | <input type="checkbox"/> Negative Declaration           |
| <input type="checkbox"/> Categorical Exemption, Section [      ] | <input type="checkbox"/> Mitigated Negative Declaration |

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

A. Resolution



# Attachment A

## RESOLUTION NO. 2016-\_\_\_\_\_

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE AND THE BOARD OF DIRECTORS OF THE LEMON GROVE LIGHTING DISTRICT AUTHORIZING A ONE-YEAR EXTENSION OF THE EXISTING CONTRACT BETWEEN THE CITY AND CTE, INC. FOR STREET LIGHT MAINTENANCE AND REPAIR FOR FISCAL YEAR 2016-2017

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**WHEREAS**, the cities of El Cajon, La Mesa, Lemon Grove and Santee jointly contracted with CTE, Inc. for street light maintenance and repair; and

**WHEREAS**, the contract with CTE, Inc. began on August 1, 2013; and

**WHEREAS**, CTE, Inc. requested a one-year extension to the contract with a rate increase of 2.4 percent pursuant to the CPI for the Pacific Cities and San Diego; and

**WHEREAS**, the cities of El Cajon, La Mesa, Lemon Grove and Santee jointly recommended that the contract be extended for one year; and

**WHEREAS**, the Lemon Grove City Council and Roadway Lighting District Board finds it in the public interest that a contract for said services be extended and the rate increase be accepted.

**NOW, THEREFORE, BE IT RESOLVED** that the Lemon Grove Lighting District Board hereby:

1. Authorizes a one-year extension (**Exhibit 1**) commencing July 1, 2016 of the existing contract (**Exhibit 2**) between the City of Lemon Grove and CTE, Inc. for street light maintenance and repair; and
2. Accepts the 2.4 percent rate increase for the Fiscal Year 2016-2017.

/////  
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# Attachment A – Exhibit 1



## CITY OF LEMON GROVE

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### Engineering Services Department

June 21, 2016

William Clark  
Clark Telecom & Electric  
9991 Possum Creek Lane  
El Cajon, CA 92021

**SUBJECT: Street Light Maintenance and Emergency Repair Contract Renewal for Fiscal Year 2016-2017**

On June 21, 2016, the Lemon Grove City Council adopted Resolutions No. 2016-\_\_\_\_\_ that approved a one year Street Light Maintenance Contract extension with a 2.4 percent increase.

Please acknowledge receipt of this notification by signing below and returning this document within 10 calendar days of your receipt.

If you have any questions or need additional information, please call Stephanie Boyce at 619-825-3811.

Sincerely,

Tim Gabrielson  
City Engineer

**CLARK TELECOM AND ELECTRIC**

**CITY OF LEMON GROVE**

\_\_\_\_\_  
**William Clark, President**

\_\_\_\_\_  
**Lydia Romero, City Manager/Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

---

3232 Main Street \* Lemon Grove \* California 91945-1705

619.825.3811 \* Fax: 619.825.3818 \* [www.lemongrove.ca.gov](http://www.lemongrove.ca.gov)



# Attachment A - Exhibit 2



## CITY OF LEMON GROVE

"Best Climate On Earth"

### Public Works / Engineering Department

August 1, 2013

Reggie Clark  
Contracts Manager  
Clark Telecom and Electric, Inc.  
9747 Vine Street  
Lakeside, CA 92040

**Subject: Notice to Proceed  
Street Lighting Maintenance and Repair Contract - Contract No. 2013-09**

Dear Mr. Clark:

In accordance with the terms of the above referenced contract you are hereby authorized to commence work beginning on August 1, 2013. Please submit a copy of your liability insurance.

The initial term of this contract will expire on July 31, 2014 with the option to renew each year for four years. We look forward to a mutually beneficial working relationship throughout the duration of this contract.

I will be involved with the day-to-day implementation of the contract and I can be reached at 619-825-3811 or [sboyce@lemongrove.ca.gov](mailto:sboyce@lemongrove.ca.gov).

Sincerely,

Stephanie Boyce  
Engineering Tech III

3232 Main Street Lemon Grove California 91945-1705

619.825.3810 FAX: 619.825.3818 [www.ci.lemon-grove.ca.us](http://www.ci.lemon-grove.ca.us)



# Attachment A - Exhibit 2

## CONTRACT (Page 1 of 7)

### STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the Lemon Grove Roadway Lighting District, Lemon Grove, California, herein after designated as the "Lighting District", and Clark Telecom and Electric, Inc. hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the Street Lighting Maintenance and Repairs Contract (Contract no. 2013-09), and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore the ten thousand two hundred seventy-five dollars and eight cents (\$10,275.80).
3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, City/District Resolutions, and all amendments thereof, are hereby incorporated in and made part of this Contract.



## Attachment A - Exhibit 2

### CONTRACT (Page 2 of 7)

#### STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.
  - a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
    - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
    - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.

# Attachment A - Exhibit 2

## CONTRACT (Page 3 of 7)

### STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

- III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
  - IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.
- Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

## Attachment A - Exhibit 2


### CONTRACT (Page 4 of 7)

#### STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By:  \_\_\_\_\_

Title: WILLIAM CLARK - PRESIDENT \_\_\_\_\_

Date: 7-30-2013 \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal ID Number: 20-8191650 \_\_\_\_\_

CITY:

By:  \_\_\_\_\_

Title: Executive Director, Lemon Grove Roadway Lighting District

Date: 7-31-13 \_\_\_\_\_

## Attachment A - Exhibit 2

CONTRACT (Page 5 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

ATTEST:

By:   
Title: City Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

## Attachment A - Exhibit 2

CONTRACT (Page 6 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

### CORPORATE CERTIFICATE

I, William Clark, certify that I am the President of the Corporation named as Contractor in the foregoing Contract; that Reggie Clark, who signed said contract on behalf of the Contractor, was then Treasurer of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: William Clark

Title: President

Corporate Seal: \_\_\_\_\_

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-14-

# Attachment A - Exhibit 2

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On July 30, 2013 before me, Jason Compber, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared William W. Clark  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity~~ies~~, and that by ~~his~~her/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]

Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: street lighting maintenance and repairs Contract

Document Date: July 30, 2013 Number of Pages: 7

Signer(s) Other Than Named Above: N/A

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: William W. Clark

☒ Corporate Officer — Title(s): President

- ☐ Individual  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: CTEA

Clark Telecom & Electric

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

- ☐ Individual  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_